

UNITED STATES OF AMERICA  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
OFFICE OF ADMINISTRATIVE LAW JUDGES

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The Secretary, United States )  
Department of Housing and Urban )  
Development, on behalf of )  
Silver State Fair Housing Council, Inc., )  
[REDACTED] )  
Charging Party, )  
v. )  
Rosewood Park, LLC, Buff Management, Inc., )  
Chaim Freeman, Janet Nowack, )  
Donna Graves, Maggie Cuevas, )  
Andrea Toney, Gina Mistretta )  
and Amber Borden )  
Respondents. )  
\_\_\_\_\_

FHEO No. 09-12-0335-8  
FHEO No. 09-12-0406-8

CHARGE OF DISCRIMINATION

**I. JURISDICTION**

On January 5, 2012, Complainant Silver State Fair Housing Council, Inc. ("Complainant SSFHC or SSFHC") filed a complaint with the United States Department of Housing and Urban Development ("HUD" or the "Department"), alleging that Respondents Chaim Freeman/Rosewood Park Apartments, LLC, Rosewood Park Apartments, Amber Last Name Unknown ("LNU"), Maggie LNU, Cindy LNU, Jeannie LNU, Donna LNU and Andrea LNU discriminated against Complainant SSFHC based on handicap in violation of the Fair Housing Act ("Act"), 42 U.S.C. §§ 3601-19 (FHEO No. 09-12-0335-8). On March 26, 2012, the complaint was amended to identify Respondents Amber LNU as Amber Borden; Maggie LNU as Maggie Cuevas; Cindy LNU as Lucinda Marshall (also known as "Cindy Marshall"); Jeannie LNU as Jeannie Mistretta; Donna LNU as Donna Graves; and Andrea LNU as Andrea Toney. On July 26, 2012, the complaint was amended to include alleged violations of 42 U.S.C. §§ 3604(c)-(d), (f)(1)-(f)(2); to remove Lucinda Marshall as a party; to specifically name Respondents Rosewood Park, LLC, Chaim Freeman, Buff Management, Inc., Janet Nowack and Gina Mistretta (also known as "Jeannie Mistretta"); and to add the full address of the subject property.

On January 25, 2012, Complainants [REDACTED] ("Complainants [REDACTED]") filed a complaint with HUD, similarly alleging that Respondents Rosewood Park, LLC, Maggie Cuevas and Jan Nowack (also known as "Janet Nowack") discriminated against Complainants [REDACTED] based on handicap in violation of the Act, 42 U.S.C. §§ 3601-19 (FHEO No. 09-12-0406-8). On July 26, 2012, the HUD complaint was amended to include alleged violations of 42 U.S.C. §§ 3604(c)-(d), (f)(2); to name Respondents Buff Management, Inc. and Chaim Freeman; and to add the full address of the subject property.<sup>1</sup>

The Act authorizes the Secretary of HUD to issue a Charge of Discrimination ("Charge") on behalf of aggrieved persons following an investigation and a determination that reasonable cause exists to believe that a discriminatory housing practice has occurred. 42 U.S.C. §§ 3610(g)(1) and (2). The Secretary of HUD has delegated that authority to the General Counsel (24 C.F.R. §§ 103.400 and 103.405), who has re-delegated the authority to the Regional Counsel. 76 Fed. Reg. 42463, 42465 (July 18, 2011).

The Regional Director for Region IX, on behalf of the Assistant Secretary for Fair Housing and Equal Opportunity, has determined that reasonable cause exists to believe that discriminatory housing practices have occurred in these cases and that HUD's investigation of the subject complaints support the issuance of this Charge of Discrimination, which he has authorized and directed the Regional Counsel to issue. 42 U.S.C. § 3610(g)(2); 24 C.F.R. § 103.405.

## **II. SUMMARY OF ALLEGATIONS IN SUPPORT OF THIS CHARGE**

Based on HUD's investigation of the allegations contained in the aforementioned complaints and Determinations of Reasonable Cause, Respondents Rosewood Park, LLC, Buff Management, Inc., Chaim Freeman, Janet Nowack, Donna Graves, Maggie Cuevas, Andrea Toney, Gina Mistretta and Amber Borden (collectively "Respondents") are hereby charged with violating the Act as follows:

### **A. Legal Authority**

1. It is unlawful to make, print, or publish, or cause to be made, printed or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling

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<sup>1</sup> On April 25, 2012, Complainants SSFHC and [REDACTED] also filed a complaint against Respondents Rosewood Park, LLC and Maggie Cuevas in the United States District Court, District of Nevada, Case No. 3:12-cv-00229, alleging discrimination at the subject property based on handicap in violation of the Act and negligence. The complaint in federal court does not bar the issuance of this Charge of Discrimination because the trial in that case has not yet commenced. See 24 C.F.R. § 103.400(b).



that indicates any preference, limitation, or discrimination based on disability,<sup>2</sup> or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. § 3604(c); 24 C.F.R. § 100.75.

2. It is unlawful to represent to any person because of disability that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available. 42 U.S.C. § 3604(d); 24 C.F.R. § 100.80.
3. It is unlawful to discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a disability of: that buyer or renter; a person residing in or intending to reside in that dwelling after it is so sold, rented, or made available; or any person associated with that buyer or renter. 42 U.S.C. § 3604(f)(1); 24 C.F.R. § 100.202.
4. It is unlawful to discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability of: that person; or a person residing in or intending to reside in that dwelling after it is so sold, rented, or made available; or any person associated with that person. 42 U.S.C. § 3604(f)(2); 24 C.F.R. § 100.202.
5. For purposes of 42 U.S.C. § 3604(f), discrimination includes a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling. 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204.

B. Parties and Subject Property

6. Complainant Silver State Fair Housing Council, Inc. is a nonprofit Nevada corporation organized under the laws of Nevada. SSFHC works to eliminate housing discrimination and to ensure equal housing opportunities for all people by providing a variety of services directed toward education and enforcement including, among other things: 1) investigating allegations of discrimination; 2) conducting investigations of housing facilities to determine whether equal opportunity in housing is provided; 3) taking such steps as it deems necessary to assure such equal opportunity and to counteract and eliminate discriminatory housing practices; 4) providing outreach and education to the Nevada community, including housing providers and consumers, regarding fair housing; and 5) monitoring and training housing providers that have previously engaged in discriminatory housing practices.
7. Complainant [REDACTED], her husband [REDACTED] and her son Complainant [REDACTED] are residents of Sparks, Nevada. [REDACTED] is a person

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<sup>2</sup> The Act uses the term "handicap," whereas this Charge uses the term "disability" unless quoting from the Act. Both terms have the same legal meaning. See *Bragdon v. Abbott*, 524 U.S. 624, 631 (1998).

with a handicap as defined by the Act. *See* 42 U.S.C. § 3602(h). [REDACTED] suffers from mental and physical impairments, including depression and anxiety, which substantially impair her major life activities. [REDACTED] relies on her dog to help her cope with her anxiety and depression, and to assist her with her mobility.

8. Complainant SSFHC and Complainants [REDACTED] (collectively "Complainants") are aggrieved persons, as defined by the Act. *See* 42 U.S.C. § 3602(i).
9. Rosewood Park Apartments ("Rosewood Apartments or Subject Property") is a 902-unit residential apartment complex located at 4500 Mira Loma Drive; 4650 Sierra Madre Drive; and 4650 Foxfire Drive in Reno, Nevada 89502. The Subject Property is a dwelling, as defined by the Act. *See* 42 U.S.C. § 3602(b).
10. At all times relevant to this Charge, Respondent Rosewood Park, LLC was a Nevada limited-liability company, and an owner and operator of Rosewood Apartments.
11. At all times relevant to this Charge, Respondent Buff Management, Inc. was a California foreign corporation, authorized to do business in Nevada. At all times relevant to this Charge, Respondent Buff Management, Inc. managed Rosewood Apartments.
12. At all times relevant to this Charge, Respondent Chaim Freeman was a partner in Rosewood Park, LLC; the owner of Buff Management, Inc.; a supervisor of Rosewood Apartments' staff; and set the rules and policies for Rosewood Apartments.
13. At all times relevant to this Charge, Respondent Janet Nowack was employed by Respondent Rosewood Park, LLC as a general manager of Rosewood Apartments.
14. At all times relevant to this Charge, Respondent Donna Graves was employed by Respondent Rosewood Park, LLC as a general manager of Rosewood Apartments.
15. At all times relevant to this Charge, Respondent Maggie Cuevas was employed by Respondent Rosewood Park, LLC as a leasing manager of Rosewood Apartments.
16. At all times relevant to this Charge, Respondent Andrea Toney was employed by Respondent Rosewood Park, LLC as a marketing manager and leasing agent of Rosewood Apartments.
17. At all times relevant to this Charge, Respondent Gina Mistretta was employed by Respondent Rosewood Park, LLC as an assistant manager of Rosewood Apartments.
18. At all times relevant to this Charge, Respondent Amber Borden was employed by Respondent Rosewood Park, LLC as a staff member of Rosewood Apartments.



### C. Factual Allegations

19. During the period of March 30, 2010 to November 5, 2011, Complainant SSFHC investigated Respondents' rental practices pertaining to disabled persons with assistance animals (i.e. "service animals" and/or "emotional support animals" (commonly known as "companion animals" or "support animals")) using fair housing testers posed as potential tenants.
20. Between March 30, 2010 and December 9, 2011, Respondents employed discriminatory rules and policies, including but not limited to: steering of individuals with uncertified assistance animals into a particular section of the Subject Property; subjecting such individuals to weight limits, breed restrictions and fees; and barring individuals with uncertified assistance animals altogether.
21. To counteract Respondents' discriminatory conduct SSFHC, among other things, mailed 900 brochures and other educational literature about reasonable accommodations and reasonable modifications to Rosewood Apartments' tenants during the summer of 2010 in order to educate them about fair housing laws and the rights of persons with disabilities.

#### Tester 1

22. On March 30, 2010, an SSFHC fair housing tester named Lynne ("Tester 1") visited Rosewood Apartments posed as a prospective tenant. Tester 1 met with Respondent Amber Borden and told Ms. Borden that she was looking to rent an apartment for herself and her husband. Ms. Borden asked Tester 1 if she had a dog and Tester 1 replied "yes, why?" Ms. Borden told her that tenants with dogs were placed together within the Subject Property. Ms. Borden told Tester 1 that she would have to pay a \$400 pet deposit and a \$40 per month "pet rent," or an additional fee because of the dog.
23. Tester 1 then told Ms. Borden that the dog was her husband's "service dog" for his disability and asked that the deposit be waived. Ms. Borden told Tester 1 that Rosewood Apartments would waive the deposit only if the dog was trained and "certified," and her husband provided a letter from his doctor. Tester 1 responded that her husband's dog had been trained for his disability-related needs, but had not been certified. Ms. Borden informed Tester 1 that the dog needed to be certified in order to get the deposit waived, and that if the dog was not certified, Tester 1 would be required to pay the \$400 pet deposit and the \$40 per month pet rent.
24. On June 18, 2010, Tester 1 conducted a follow-up test with Rosewood Apartments via telephone. On this occasion, Tester 1 spoke with Respondent Jeannie Mistretta, who asked Tester 1 if she had a pet. Tester 1 responded yes, that her husband had a "service animal" for his disability, and that she had previously spoken to Amber

Borden. Ms. Mistretta told her that Amber Borden was no longer with the Subject Property.

25. Ms. Mistretta indicated all pet fees, including the pet rent and pet deposit, would be waived if the dog was "certified." Tester 1 indicated that the dog was not currently certified, and asked how to go about getting it certified. Ms. Mistretta told her to search Google to get information on dog certification, and told her to speak to Respondent Donna Graves, the general manager, to get information about waiving all the pet fees.
26. Ms. Mistretta asked Tester 1 what kind of dog the "service animal" was. Tester 1 told Ms. Mistretta that the dog was a Golden Retriever, and Ms. Mistretta indicated that breed was fine. Ms. Mistretta told Tester 1 that there was a 30-pound weight limit for dogs that were not service animals.
27. Ms. Mistretta told Tester 1 that if her service animal was certified, Tester 1 could live in any area of the complex, but if the service animal was not certified, she would be confined to a certain area of Rosewood Apartments.
28. On June 21, 2010, Tester 1 telephoned the Subject Property again to speak with general manager, Donna Graves, as instructed by Jeannie Mistretta. Tester 1 told Ms. Graves that she had previously called Rosewood Apartments and was told that Ms. Graves could answer questions about "service animals." Tester 1 told Ms. Graves that her husband had a "service animal" and that she wanted to know what she could do to have the pet fees waived. Ms. Graves told her that the dog needed to be licensed as a "service animal."
29. Tester 1 asked how to license a "service animal" and Ms. Graves told her to look online. Ms. Graves told her that there was a test which would certify the dog. Tester 1 asked Ms. Graves whether a license and a certification were the same thing and Ms. Graves indicated that they were one and the same.
30. Ms. Graves told Tester 1 that she would also need to provide a doctor's prescription in order for any pet fees to be waived, and indicated that Rosewood Apartments waives the pet rent for "service animals" and asks for only half of the pet deposit. Ms. Graves told Tester 1 that Rosewood Apartments was not legally bound to waive the pet fees for "service animals," but did so as a courtesy.
31. Ms. Graves asked Tester 1 how big the dog was and Tester 1 told her it was a Golden Retriever, weighing about 50 pounds. Ms. Graves responded that was fine.

#### Tester 2

32. On March 30, 2010, an SSFHC fair housing tester named Peg ("Tester 2") visited Rosewood Apartments and spoke with Amber Borden. Tester 2 stated she was considering getting a dog and asked about pets. Ms. Borden told her there was a \$200



pet deposit plus a \$25 per month pet rent for cats. Ms. Borden told her there was a \$400 pet deposit and a \$40 per month pet rent for dogs. Ms. Borden told Tester 2 that Rosewood Apartments had an "A" and a "B" side, and that pets were only allowed on the "B" side.

#### Tester 3

33. On May 13, 2010, an SSFHC fair housing tester named Christopher ("Tester 3") called Rosewood Apartments and spoke with Respondent Maggie Cuevas. Tester 3 indicated that he was looking for a 2-bedroom, 2-bathroom apartment for himself and his wife. Ms. Cuevas asked Tester 3 if he had any pets. He responded that his wife had a "service animal" for her disability.
34. Ms. Cuevas informed him that Rosewood Apartments would cut the usual pet deposit in half for a "service animal"; and that instead of the \$400 deposit he would pay \$200. Ms. Cuevas also informed him that he would be required to pay \$40 per month for pet rent.
35. Tester 3 asked Ms. Cuevas if Rosewood Apartments would waive the \$40 monthly pet rent and Ms. Cuevas said he would have to work that out with the manager. Ms. Cuevas suggested that Tester 3 call back to speak with manager Donna Graves to get more information about the "service animal" policy.

#### Tester 4

36. On May 13, 2010, a fourth SSFHC fair housing tester named Luke ("Tester 4") telephoned Rosewood Apartments and spoke with leasing consultant Cindy Marshall. Tester 4 told Ms. Marshall that he was looking for a 2-bedroom, 2-bathroom apartment for himself and his wife. Tester 4 said he and his wife were considering getting a dog, and asked about the pet policy. Ms. Marshall told Tester 4 that Rosewood Apartments charged a \$400 pet deposit and \$40 per month for pet rent. Ms. Marshall also informed Tester 4 that there was a 30-pound weight limit for pets.
37. On June 21, 2011, Tester 4 called Rosewood Apartments again and spoke with Maggie Cuevas. On this occasion, Tester 4 told Ms. Cuevas that he was looking for an apartment for his mother. Tester 4 told Ms. Cuevas that his mother required a "service animal" for her disability - a cocker spaniel dog.
38. Tester 4 asked what Rosewood Apartments required to provide a reasonable accommodation to waive pet fees, and said that the dog had a county license. Ms. Cuevas put Tester 4 on hold in order to speak with another staff member. When Ms. Cuevas returned to the phone, she told Tester 4 to check with a place like Petco to get the dog certified as a service animal.
39. Ms. Cuevas told Tester 4 that the full deposit and pet rent would not be waived with just a doctor's note.

#### Tester 5

40. On October 8, 2010, an SSFHC fair housing tester named Ann ("Tester 5") telephoned Rosewood Apartments and spoke with Maggie Cuevas. Tester 5 asked Ms. Cuevas about costs associated with living at the Subject Property, and Ms. Cuevas told her that Rosewood Apartments charges a \$400 pet deposit and a \$40 monthly pet fee.
41. Tester 5 told Ms. Cuevas that she had a cocker spaniel dog as an "emotional support dog" for her disability, and asked how to get the pet deposit and pet rent waived. Ms. Cuevas replied that they only provided waivers for things like seeing eye dogs and not for people who "have a choice." Tester 5 replied that her dog provided support for her disability related needs.
42. Ms. Cuevas asked if the dog was licensed. Tester 5 replied that the dog was licensed through Washoe County. Ms. Cuevas told Tester 5 that he would have to speak with the manager, Donna Graves, who was out of the office, for information about proper certification.
43. On November 12, 2010, Tester 5 telephoned Rosewood Apartments again to speak with the manager, Donna Graves. Ms. Cuevas told Tester 5 that Ms. Graves was no longer with Rosewood Apartments. Tester 5 asked Ms. Cuevas about requirements to waive pet fees for her emotional support animal.
44. Before responding, Ms. Cuevas asked Respondent Andrea Toney, "do you know what our policy on service dogs is? I know a doctor's note won't do." Ms. Cuevas then replied to Tester 5 that she should search Google for "red coat" or "red code." Ms. Cuevas told Tester 5, if that did not work, Tester 5 should Google "dog certification." Ms. Cuevas said that a doctor's note for the dog would not be sufficient and said that Tester 5 needed a certificate for the dog. Ms. Cuevas asked whether she had a license for the dog. Tester 5 said she had a regular Washoe County dog license.
45. Ms. Cuevas said that Rosewood Apartments required a "special service animal license." Ms. Cuevas told Tester 5 that if she had any problems finding the certification information online, she could call back and Ms. Cuevas would ask the managers, who were in a meeting at that time, for more specific information about certification.

#### Tester 6

46. On November 5, 2011, a sixth SSFHC tester named Kathy ("Tester 6") called Rosewood Apartments and spoke with Andrea Toney. Tester 6 asked Ms. Toney about Rosewood Apartments' apartment rules. Ms. Toney told Tester 6 that Rosewood Apartments does not allow dogs.



47. Tester 6 said that she had a disability that required her to have her dog for assistance. Ms. Toney asked if the dog was a "red coat." Tester 6 asked what that meant and Ms. Toney told Tester 6 that it was a type of training.
48. Tester 6 told Ms. Toney that her dog was trained by her and her friend to pick things up around the house, and that her doctor told her she needed the dog for that purpose. Ms. Toney told Tester 6 that Rosewood Apartments does not allow "companion dogs" or dogs with only doctors' notes.
49. Tester 6 told Ms. Toney that if she liked the property, she may have enough time to get the dog trained prior to moving in. Tester 6 inquired as to whether there would be additional fees if the training requirements were met. Ms. Toney replied that if the training requirements were met, Rosewood Apartments would charge her \$400 for a dog deposit and \$40 in monthly rent for her assistance animal.

Joyce E. Ruano

50. In November 2011, Complainant [REDACTED] telephoned Rosewood Apartments to inquire about renting an apartment for herself, her husband Complainant [REDACTED] and her son Complainant [REDACTED]. [REDACTED] spoke to a male staff person and told him that she was looking to rent an apartment, that she was disabled, and that she had a "service dog." The Rosewood Apartments staff person informed her that no dogs were allowed at Rosewood Apartments.
51. On December 9, 2011, [REDACTED] visited Rosewood Apartments' rental office in Reno, Nevada to apply for a three-bedroom ground floor apartment in person. [REDACTED] told the leasing manager, Respondent Maggie Cuevas, that she was looking for such an apartment. Ms. Cuevas informed [REDACTED] that such apartments were available.
52. [REDACTED] then disclosed to Ms. Cuevas that she was disabled and that she had a "service dog."
53. Ms. Cuevas told [REDACTED] that her dog must be "certified." [REDACTED] stated that her dog was not certified, but stated she had two letters from her doctors indicating her need for the dog, which she offered to show Ms. Cuevas.
54. Ms. Cuevas refused to look at the letters and replied to [REDACTED] that her dog must be certified. Ms. Cuevas stated that the doctors' letters would not be sufficient and that Rosewood Apartments' policy required that the dog be "red coat" certified to live at the Subject Property. [REDACTED] requested that Ms. Cuevas confirm the policy with her manager.
55. Ms. Cuevas then spoke to Rosewood Apartments' general manager, Respondent Janet Nowack. After consulting with Ms. Nowack, Ms. Cuevas reiterated to [REDACTED]

that her assistance animal had to be certified and informed [REDACTED] that no units at Rosewood Apartments were available to her. [REDACTED] left the Subject Property upset by Respondents' statements and actions.

56. Respondents subsequently contacted Complainant Silver State Fair Housing Council, Inc. for information on assistance animals, and on December 9, 2011, SSFHC faxed information regarding reasonable accommodations and assistance animals to Respondents.
57. On or about December 13, 2011, [REDACTED] contacted SSFHC to complain about Rosewood Apartments' assistance animal policy. SSFHC advised [REDACTED] regarding her rights under the Fair Housing Act, and assisted [REDACTED] in filing her housing discrimination complaint with HUD.

#### D. Legal Allegations

58. As described in paragraphs 19-57 above, Respondents violated Section 804(c) of the Act when Respondents made discriminatory statements with respect to the rental of the Subject Property based on disability, including but not limited to statements indicating that: pet fees would be waived only if a service animal was certified; persons with service animal dogs that were not certified were required to live in a particular section of the Subject Property; reasonable accommodations would be provided for persons with assistance animals such as seeing eye dogs, but not for individuals who "have a choice"; and persons with assistance animals would be allowed to live at the Subject Property only if the animal met certain training requirements. 42 U.S.C. § 3604(c); 24 C.F.R. § 100.75.
59. As described in paragraphs 19-57 above, Respondents violated Section 804(d) of the Act when Respondents represented based on disability, among other things, that certain or all units at the Subject Property were not available for rental to persons with disabilities who had assistance animals unless the assistance animal met certain certification requirements. 42 U.S.C. § 3604(d); 24 C.F.R. § 100.80.
60. As described in paragraphs 19-57 above, Respondents violated Sections 804(f)(1) and (f)(3)(B) of the Act when Respondents discriminated in the rental, or otherwise made unavailable or denied the Subject Property based on disability by, among other things, refusing to make reasonable accommodations in policies to allow assistance animals that were not certified to live in all or part of the Subject Property. 42 U.S.C. §§ 3604(f)(1), (f)(3)(B); 24 C.F.R. §§ 100.202, 100.204.
61. As described in paragraphs 19-57 above, Respondents violated Sections 804(f)(2) and (f)(3)(B) of the Act when Respondents discriminated against persons in the terms, conditions, or privileges of rental of the Subject Property based on disability by, among other things, refusing to make reasonable accommodations in policies prohibiting animals in all or part of the Subject Property unless the animal was certified as a service animal; subjecting assistance animals that were not certified as



service animals to weight and breed restrictions; and charging a monthly fee to persons with assistance animals that were not certified as service animals. 42 U.S.C. § 3604(f)(2), (f)(3)(B); 24 C.F.R. §§ 100.202, 100.204.

62. As a result of Respondents' discriminatory conduct, Complainant SSFHC has suffered damages, including economic loss due to diversion of its resources: 1) to investigate and determine the existence, nature and extent of Respondents' discriminatory housing practices; 2) to educate and perform outreach to counteract the effects of Respondents' discrimination; and 3) to protect the fair housing rights of Complainant SSFHC's members, associates and constituents from Respondents' discrimination. This diversion of Complainant SSFHC's resources and Respondents' discriminatory housing practices have frustrated SSFHC's mission to ensure equal housing opportunity for Nevada residents.
63. As a result of Respondents' discriminatory conduct, Complainants [REDACTED] suffered actual damages, including emotional distress.

### **III. CONCLUSION**

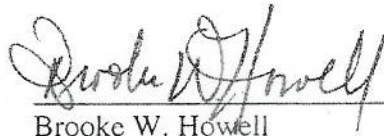
WHEREFORE, the Secretary of the United States Department of Housing and Urban Development, through the Office of the General Counsel, and pursuant to 42 U.S.C. § 3610(g)(2)(A) of the Act, hereby charges Respondents with engaging in discriminatory housing practices in violation of 42 U.S.C. §§ 3604(c)-(d), (f)(1)-(f)(3)(B) of the Act, and requests that an order be issued that:

1. Declares that the discriminatory housing practices of Respondents, as set forth above, violate Sections 804(c), (d), (f)(1), (f)(2) and (f)(3)(B) of the Act, 42 U.S.C. §§ 3604(c)-(d), (f)(1)-(f)(3)(B).
2. Enjoins Respondents, their agents, employees, and successors, and all other persons in active concert or participation with any of them, from discriminating because of handicap against any person in any aspect of the sale or rental of a dwelling;
3. Requires Respondents to attend a training that addresses the Act's prohibitions against discrimination on the basis of disability.
4. Awards such monetary damages as will fully compensate Complainants;
5. Assesses a civil penalty against each Respondent for his or her violation of the Act, pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.671; and
6. Awards any additional relief as may be appropriate, pursuant to 42 U.S.C. § 3612(g)(3).

Respectfully submitted on this 28 day of September, 2012.



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